

LETTER OF AGREEMENT

REGARDING THE DEVELOPMENT OF 90 CANAL STREET

BETWEEN THE BOSTON REDEVELOPMENT AUTHORITY

AND

GUNWYN/CANAL STREET LIMITED PARTNERSHIP

WHEREAS, the Authority seeks to revitalize the Bulfinch Triangle in ways that are compatible with the historic qualities of the area;

WHEREAS, the Authority seeks to protect the Bulfinch Triangle from deterioration of its environment by any means and specifically by the demolition of buildings to create surface parking lots;

WHEREAS, the Developer proposes to rehabilitate a significant building in the Bulfinch Triangle, which building faces onto Canal, Traverse, and Friend Street, known as 90 Canal Street;

WHEREAS, the building at 181-189 Friend Street, although not formally recognized as architecturally or historically significant, contributes to the character of the Bulfinch Triangle, and is important in maintaining the integrity of the public domain and street facades;

WHEREAS, the Developer, in conjunction with the rehabilitation of 90 Canal Street, proposes the demolition of an abutting building at 181-189 Friend Street for the purposes of constructing a landscaped parking lot with an increased capacity of 18 cars; and

NOW, Therefore, the parties do hereto mutually agree as follows:

This Agreement is entered into this _____ day of March, 1986, by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, having as its usual place of business in Boston, Massachusetts, hereinafter referred to as the "Authority", and the Gunwyn/ Canal Street Limited Partnership, a Massachusetts Limited Partnership, having as its usual place of business 47 Thorndike Street in Cambridge, Massachusetts, hereinafter referred to as the "Developer".

1. The Developer will commence construction of a building ("infill building"), which infill building shall be subject to full design review by the Authority no later than June 30, 1991 which fulfills the following minimum requirements:
 - a) the building will fill the complete parcel of approximately $\pm 3,920$ square feet running from the back of the sidewalk of Traverse and Friend Street to the building wall of 90 Canal Street;
 - b) the building shall approximate the lower and upper cornice lines established by the facades of 90 Canal Street the existing building;
 - c) the height of the infill building shall be no greater than that of the existing 90 Canal Street building;
 - d) the exterior of the infill building shall be brick and granite, copper flashing and trim, and the window treatment shall be compatible in materials and proportions with those of the 90 Canal Street building;

- e) the ground story of the infill building shall have a high ratio of glass to masonry, consistent with a base retail usage and the Bulfinch Triangle character;
 - f) the infill building shall incorporate at least one major and one minor entrance on Friend and/or Traverse Streets;
 - g) structural bay divisions in the infill building shall reflect the historic scale on the site;
 - h) the architectural expression of the infill building's facade design shall not duplicate either the Friend or Traverse Street facades of 90 Canal Street but shall be perceived visually as a separate structure;
2. In conjunction with constructing the infill building the Developer will construct parking in the basement of the combined 90 Canal Street and infill building; and
3. In conjunction with the construction of the infill building, the Developer will plant and maintain street trees in front of his property on Traverse and Friend Streets.
4. The Authority will recommend to the Zoning Board of Appeals that the conditional use permits requested by the Developer under Section 8-7 (58, 71 and 72) be granted for a period to end on June 30, 1991.
5. The parties acknowledge that the Developer has deposited \$10,000 (ten thousand dollars) with the Authority, said deposit to be held in escrow. Upon compliance with the provisions of this Agreement, the Developer

shall be entitled to prompt return of the deposit. In the event Developer fails to exercise good-faith efforts to comply with the provisions of this Agreement, the Authority may retain said deposit as a default payment. In addition, the Authority shall have the right to require that Developer terminate the use of the infill area for parking purposes and relandscape the infill area in a manner satisfactory to Authority.

IN WITNESS WHEREOF the parties hereto have executed this Letter of Agreement as of the day and year first above written.

Approved as to Form

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

Stephen Coyle, Director

GUNWYN/CANAL STREET LIMITED
PARTNERSHIP

Graham Gund, President

MEMORANDUM

MARCH 20, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: LINDA BOURQUE, DIRECTOR OF ZONING
E. OWEN DONNELLY, SENIOR PROJECT COORDINATOR

SUBJECT: THE GUNWYN/CANAL STREET LIMITED PARTNERSHIP
181-189 FRIEND STREET, BOSTON Z-8240

The subject Board of Appeal petition originally came before the Authority at its meeting on January 9, 1986. Said petition requested three conditional use permits to allow parking for 25 cars on a surface lot adjacent to 90 Canal Street which building the petitioner proposed to rehabilitate. To make room for the parking lot, the petitioner proposed to demolish a two story building at 181-189 Friend Street. The original petitioner, H. N. Gorin Associates, Inc., did not respond to requests for additional information about the project. Because the demolition and replacement by a surface parking lot could cause a serious deterioration of the historic environment of the Bulfinch Triangle, staff recommended and the Authority voted a recommendation for a denial of the appeal.

Subsequent to the Authority's meeting of January 9, 1986, the subject property was purchased by the Gunwyn/Canal Street Limited Partnership (Graham Gund, Principal) which has taken up the original petition as previously sought by H. N. Gorin Associates, Inc. Authority staff met with representatives of the Partnership to review the proposed project and to explain the Authority's opposition. It was explained that if the existing building were to be demolished the Authority would want it replaced not with a surface parking lot but with a more substantial building which filled out the block and was compatible with the architectural context. The Partnership, although supportive of this concept, feels that the current market could not support the additional office space at this time.

After several meetings between the parties, the Gunwyn/Canal Street Limited Partnership is prepared to enter into an Agreement with the Authority by which the public policy objectives of the Authority can be achieved while permitting the project to go ahead in a modified fashion. In sum, the terms of the proposed Agreement, which is attached, calls for the Authority to recommend approval of the requested conditional use permits, effective through June 30, 1991. In turn the Partnership agrees to start construction of the desired infill building in fulfillment of the minimum specifications outlined in the Agreement no later than June 30, 1991. In the event that the Developer fails to exercise good-faith efforts to comply with the provisions of the Agreement, the Authority may retain the \$10,000 payment deposited with the Authority and the Authority shall have the right to require the Developer terminate the use of the area for parking.

Therefore, it is recommended that the Authority vote a recommendation of approval of the conditional use permits for a time period not to exceed June 30, 1991 and that the Authority authorize the Director to execute an Agreement in a form substantially the same as the attached.

Appropriate votes follow.

VOTED: In reference to petition Z-8240, the Gunwyn/Canal Street Limited Partnership, 181-189 Friend Street, Boston, for three conditional uses to use the premises as a parking lot for 18 cars in a manufacturing (M-4) district, the Boston Redevelopment Authority recommends approval for a temporary period to end June 30, 1991, provided that the petitioner has executed an Agreement with the BRA whereby the Gunwyn/Canal Street Limited Partnership agrees to begin construction of an infill building on the site no later than June 30, 1991 in accordance with the provisions of said Agreement.

VOTED: That the Director be and hereby is authorized to execute an Agreement between the Authority and the Gunwyn/Canal Street Limited Partnership in a form substantially the same as the attached.

38,642

FITZGERALD
(ELEVATED)

2010

NORTH STATION

FRIEND

PORTLAND

STREET

90 CANAL ST

181-189 FRIEND ST.

TRAVERSE STREET

STREET

MARKET

STREET

